

COMPUTER PROGRAM END-USER
LICENSE AGREEMENT

(Non-exclusive; Object Code Only)

between

PROVAL CORPORATION
(Licensor)

and

LAWRENCE COUNTY, INDIANA
(Licensee)

LICENSOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO YOU. YOUR LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF LICENSOR HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

1. **Definitions.** "Licensed Program" means the package of computer programs and data in machine-readable form and related materials, including documentation and listings, identified in Exhibit A. "Licensor" means ProVal Corporation. "Workstation" means a single personal computer, whether operating stand alone or connected to a Local Area Network Server to a host computer. "You" means the above identified Licensee. "Activator" means a physical device representing a single Workstation license, provided to You by Licensor and remains the property of Licensor, which when installed on a Workstation permits the Licensed Program to function on that Workstation.
2. **License.** Licensor grants you a personal, nonexclusive, nontransferable, perpetual license to:
 - A. Use the Licensed Program on the maximum number of Workstations specified in Exhibit A in your own facility at the location specified in Exhibit A, and only use the Licensed Program on Workstations having an Activator physically installed on the parallel port. For your convenience, within reason, You may install the Licensed Program on more Workstations than specified in Exhibit A, but may only be used on those Workstations with a properly installed Activator.
 - B. Use the Licensed Programs only for your purposes, and only by you and your employees, agents & contractors.
 - C. Make one copy of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Licensor's proprietary legend is included.
3. The license granted hereunder does not include the right to sublicense. Although some tangible items will be delivered to you, this Agreement is primarily a license of intellectual property and not for the sale of goods.
4. **Fees and Payments.** The license fee for the Licensed Program is specified in Exhibit A. You shall issue an obligation to pay this amount directly to Licensor within ten (10) days after execution of this Agreement and prior to delivery of the Licensed Program.
 - 4.1. You are solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from your acceptance of this license and your possession and use of the Licensed Program, exclusive of taxes based on Licensor's income. Licensor reserves the right to have you pay any such taxes as they fall due to Licensor for remittance to the appropriate authority. You agree to hold harmless Licensor from all claims and liability arising from your failure to report or pay such taxes. ➤
5. **Maintenance/Support.** Maintenance and support for the Licensed Program shall be governed by a separate Support Agreement between Licensor and Licensee which meets the standards prescribed in 50 IAC 12. If Licensee does not execute such a Support Agreement, the Licensor shall have no obligation to provide support. However, Licensor offers support only for the most current version of

the Licensed Program issued by Licensor from time to time, so you must make sure to obtain and substitute or incorporate all new releases or fixes issued by Licensor pursuant to its warranty and support programs.

- 5.1. In the event that Licensor fails to support the Licensed Program as described in the Support Agreement, You shall notify Licensor of such failure in writing. If such failure has not been cured by Licensor within thirty (30) days, or such failure is incapable of cure, Licensor agrees to reimburse You for all reasonable costs incurred by you as a result of Licensor's failure to support the Licensed Program during the term of the Support Agreement.
- 5.2. In the event that the Indiana State Board of Tax Commissioners, an arbitrator, or a court of competent jurisdiction within the State of Indiana rules or determines that Licensor has ceased to provide continued support of the Licensed Program during the term of the Support Agreement and that the Licensor is incapable of resuming such support, then, in accordance with the Source Code Escrow Agreement between the parties hereto, Licensor's documentation and source code for the Licensed Program shall be released by the escrow agent to You.
6. **Your Responsibilities.** You are responsible for selecting an operator who is qualified to operate the Licensed Program on your own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Licensor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.
 - 6.1. The Licensed Program is designed for use with the peripheral equipment and accessories specified in Exhibit A. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for obtaining or providing such equipment. You are also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate, including an uninterrupted power supply.
 - 6.2. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for converting your data files for use with the Licensed Program.
7. **Ownership, Proprietary Protection and Restrictions.** Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to You herein by Licensor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.
 - 7.1. You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed. For your convenience, within reason, You may install the Licensed Program on more Workstations than specified in Exhibit A, but may only be used on those Workstations with a properly installed Activator. If You use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor, your license is automatically terminated.
 - 7.2. You hereby authorize Licensor to enter your premises in order to inspect the Licensed Program in any reasonable manner during regular business hours to verify your compliance with the terms hereof.
 - 7.3. You acknowledge that, in the event of your breach of any of the foregoing provisions of this Section 7, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

8. **Limited Warranty and Limitation of Liability.** Licensor warrants that the Licensed Program meets the provisions of 50 IAC 12. Licensor agrees that any subsequently discovered failure of the Licensed Program to meet the provisions of 50 IAC 12 shall be corrected at Licensor's expense within a reasonable time after You provide Licensor with written notification and explanation of such failure. If, after investigating such reported failure of the Licensed Program to meet the provisions of 50 IAC 12, Licensor determines that such failure did not exist or occurred through the fault of You, You shall be responsible to compensate Licensor for time spent investigating the alleged failure, based upon Licensor's then current, and reasonable, hourly rates.
- 8.1. For a period for one year from the date of this Agreement, Licensor warrants, for your benefit alone, that its then current Licensed Program materially conforms to Licensor's published specifications in effect for the Licensed Program and will perform substantially in accordance with Licensor's User Manual for the Licensed Program. This warranty is expressly conditioned on observance of the operating, security, and data-control procedures set forth in the user's Manual included with the Licensed Program.
- 8.2. Except as otherwise expressly provided herein, Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in your requirements. The foregoing warranty applies only to the most current version of the Licensed Program and Licensor provides no warranty for any version of the Licensed Program other than its most current version. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.
- 8.3. As your exclusive remedy under the foregoing warranty for any defect in the Licensed Program for which Licensor is responsible, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Program. Licensor shall have no liability or responsibility for problems in the Licensed Program caused by alterations or modification by Licensee or for problems arising out of the malfunction of Licensee's equipment or other software not supplied by Licensor, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 8.4. The cumulative liability of Licensor to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.
- 8.5. In no event shall Licensor be liable for any loss of profits; or any incidental, special, exemplary, or consequential damages; even if Licensor has been advised of the possibility of the same. This limitation upon damages is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
9. **Indemnification.** Licensor shall defend or settle any claim, suit or proceeding brought by a third party against You alleging that the Licensed program infringes any United States patent, copyright or trade secret and shall indemnify You for all costs or damages finally awarded as a result of any such infringement, provided that Licensor is given prompt notice of any such claim, suit or proceeding and sole control of the defense of such claim, suit or proceeding, including negotiations, appeals, and settlements. You agree to provide reasonable information and assistance to Licensor, at Licensor's expense. This indemnity shall not apply to any claim of infringement resulting from Your modification of the Licensed Program or the combination of the Licensed program with other software not provided by Licensor. In the event that the Licensed Program is held to infringe, or in Licensor's opinion is likely to be held to infringe any third party intellectual property right, Licensor may, at its sole option and expense, or procure for You the right to continue to use the Licensed Program, replace or modify the Licensed Program to make it non-infringing. If commercially reasonable efforts to achieve the foregoing are unsuccessful, Your sole remedy shall be a refund of the initial License fee.

10. **Termination.** Upon termination of this Agreement, all license rights granted to You will terminate and revert to Licensor. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Licensor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify in writing your compliance with the above upon Licensor's request.

10.1. This Agreement shall be considered void and termination shall occur unless the Licensed Program is certified or recertified by You and the Licensed Program is confirmed by the county assessor.

10.2. This Agreement shall be considered void and termination shall occur if You deny certification, or otherwise decertify or revoke certification of the Licensed Program.

11. **Dispute Resolution.** The parties hereto stipulate and agree that all disputes concerning whether the Licensed Program meets the standards set forth in 50 IAC 12, shall be resolved by the Indiana State Board of Tax Commissioners, in accordance with the procedures contained in 50 IAC 12-14-1. Specifically, a party to a dispute shall file with the tax board a written petition for conflict resolution. Such petition shall contain the information prescribed in 50 IAC 12-14-1(b). Within fifteen (15) days of receipt of a copy of the petition, the opposing party must file with the tax board a response to each item specified in the complaint. The parties shall make available to the investigation their personnel, user documentation, technical documentation, and any other materials or information sources required by the tax board or its agent. The parties shall be entitled to representation at a hearing to be held by the tax board.

11.1. The parties hereto stipulate and agree that disputes concerning other contractual matters shall be resolved through binding arbitration under the procedures permitted under the Indiana Uniform Arbitration Act, IC § 34-57-2-1 et seq. Such arbitration shall be conducted by a single arbitrator appointed by the American Arbitration Association. Insofar as possible, such arbitrator shall be, at the time of his selection, a partner or manager of a national or regional accounting firm (including the information processing, management support, and merger and acquisitions operations or affiliates thereof) not regularly employed by the Licensor or Licensee, and such arbitrator shall be required to have substantial experience in the field of computer software technology and licensing. The prevailing party in the arbitration proceedings shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings unless the arbitrator for good cause determines otherwise.

11.2. The parties hereto stipulate and agree that all other disputes not covered by the preceding provisions of this section shall be resolved under the laws of the State of Indiana. The parties acknowledge and agree that nothing in this Agreement, or in the standards set forth in 50 IAC 12, shall be construed as limiting the rights of the parties to pursue action in the courts of the State of Indiana after the above procedure, and the procedures set forth in 50 IAC 12, have been exhausted.

12. **Changes to Licensed Program.** Licensor agrees that it will make or assist You with any product or service changes that may be required as a consequence of a change in any law, rule or Indiana State Board of Commissioners policy regarding or relating to the Licensed Program. The parties agree that such changes shall be made by Licensor within a reasonable period after Licensor has been notified by You in writing of the necessity of such changes, or within the period prescribed by law. Licensor will be equitably compensated by You, based upon Licensor's then current, and reasonable, rates for services performed, including reimbursement of reasonable expenses, in order to make the necessary changes.

13. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

13.1. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

- 13.2. Any notices required or permitted under this Agreement shall be in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.
- 13.3. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.
- 13.4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. However, the parties acknowledge and agree that the foregoing shall not be construed to grant You the right to assign or transfer the license contemplated by this Agreement.
- 13.5. Licensors, and its subcontractors, if any, has not discriminated against any employee or applicant for employment, in the development of this Licensed Program, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, sexual preference, handicap, national origin or age.
- 13.6. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

THIS AGREEMENT, INCLUDING ITS EXHIBITS AND ANY ADDENDUM, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF AND MAY BE AMENDED ONLY IN WRITING SIGNED BY BOTH PARTIES.

Accepted and Approved:

PROVAL CORPORATION
(Licensor)

By: J. Wayne Moore
J. Wayne Moore

Title: President

Date: May 27, 19 99

LAWRENCE COUNTY, INDIANA
(Licensee)

By: Quinn Cray Chevrolet
(Authorized official)

Title: LAWRENCE COUNTY COMMISSIONER
PRESIDENT

Date: FEB 16, 19 99

EXHIBIT A

Identification of licensed program and specifications:

ProVal Corporation's Computer Assisted Mass Appraisal (CAMA) System – Small Jurisdiction Edition (Trademarked "ProVal®")

See the current ProVal® Description & Specifications Document included with the proposal.

Location of licensee's facility (installation site):

22 Courthouse
Bedford, Indiana 47421

Specification of computer system on which licensed program will execute:

Intel-based (or 100% compatible) microcomputer equipment running Microsoft Windows™ 95 or higher.

All equipment (workstation and server) should be certified for proper operation with Licensee's network operating system.

License fee:

Base 5 user license – complete system	\$33 600.00
Additional 4 users–full workstations	8,960.00
Inquiry licenses – 1	\$280.00
One (1) year full warranty support	Included with license
TOTAL LICENSE FEE	\$42,840.00

Number of Full Workstations: Nine (9)

Number of Inquiry Workstations: One (1)

Training is provided under a separate agreement

Support terms (including training, call-in help and on-site troubleshooting, customized modifications, updates and enhancements):

See Support Agreement.